



SOS



22512940002

(36) I

YUKON ECONOMIC DEVELOPMENT AUTHORITY

TRUST INDENTURE



KNOW ALL MEN BY THESE PRESENTS:

This Trust Indenture dated as of the 2nd day of August, 2013, by Grayson Bottom, as Trustor acting solely in his official capacity as the duly appointed City Manager of the City of Yukon, Oklahoma (the "Trustor"), and the trustees, and their respective successors and assigns,

Ken Smith, City Council Person No. 1	Trustee No. 1
John Alberts, City Council Person No. 2	Trustee No. 2
Mike Geers	Trustee No. 3
Donna Yanda	Trustee No. 4
Rena Holland	Trustee No. 5
Ray Wright	Trustee No. 6
John Nail	Trustee No. 7

with all seven (7) of these individuals, and their successors and assigns, to be collectively known as the Trustees of the Yukon Economic Development Authority (the "Trust"), and hereinafter referred to as "Trustees."

WITNESSETH:

That in consideration of the payment by the Trustor to the Trustees of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, the mutual covenants herein set forth, and other valuable considerations, the said Trustees agree to hold, manage, invest, assign, convey and distribute as herein provided, authorized and directed, such property, real,

*Return to: City of Yukon
Attn: Grayson Bottom
PO Box 850500
Yukon, OK 73085*

Doc#: R 2013 19756
Bk & Pg: RB 4054 35-70
Filed: 08-14-2013
03:30:24 PM
Canadian County, OK

LMG
TI



I, Douglas A. Shivers, City Clerk of Yukon do hereby accept for filing, this Trust Indenture.
Signature: *[Signature]*
Date: 8/6/13

personal or mixed, as Trustor, or others, may from time to time assign, transfer, lease, convey, give, bequeath, devise or deliver unto this Trust or the Trustees thereof.

TO HAVE AND TO HOLD such property and the proceeds, rents, profits and increases thereof unto said Trustees, and said Trustees' successors and assigns, but nevertheless in trust, for the use and benefit of the City of Yukon, Oklahoma (hereinafter "City," "Yukon," or "Beneficiary"), and upon the following trusts, terms and conditions herein stated.

ARTICLE I

CREATION OF TRUST

The undersigned Trustor creates and establishes this Trust for the use and benefit of the City to finance, operate, develop, construct, maintain, manage, market, and administer projects for investments and reinvestments, within or near Yukon, in all lawful forms of economic and community development and redevelopment, and for any public functions and purposes with any public or private entity, as hereinafter set forth, including, but in no way limited to, functions or purposes allowed under the provisions of Title 60, Oklahoma Statutes 2011, Sections 176 to 180.4, inclusive, as amended and supplemented from time to time, the Oklahoma Trust Act, 60 Okla. Stat. 2011, Sections 175.1, *et seq.*, as amended and supplemented from time to time, and other applicable statutes of the State of Oklahoma, including, but not limited to, the provisions of the Local Development Act, codified at Title 62, Oklahoma Statutes 2011, sections 850 to 869, inclusive, as amended and supplemented from time to time, and the Local Development Act's enabling authority codified in Article 10, Section 6C, of the Oklahoma Constitution, the Municipal and County Economic and Community Development Bonds Act, ("Economic Development Act") codified at Title 62,

Oklahoma Statutes 2011, Sections 800 to 804, inclusive, as amended and supplemented from time to time, and the provisions of Article 10, Section 35, of the Oklahoma Constitution, and other economic or community development and redevelopment laws of the State of Oklahoma now in existence or hereinafter enacted. The specific citation to the Local Development Act or the Economic Development Act is in no way intended to limit the powers of the Trust to engage in any activity permitted under the Oklahoma Trust Act or the laws of the State of Oklahoma in regard to public trusts. It is intended that this Trust be allowed and permitted to engage in any purpose or function permitted for a public trust under the laws of the State of Oklahoma, not just the purposes and functions noted and stated herein.

ARTICLE II

NAME AND DEFINITIONS

The name of this Trust shall be the “Yukon Economic Development Authority,” hereinafter referred to as “Trust.” The Trustees shall conduct all business and execute all instruments, and otherwise perform their duties and functions in the execution of this Trust.

ARTICLE III

PURPOSES OF TRUST

With no intention to limit the broad powers of the Trust, the general purposes of this Trust are to facilitate, enable, operate, manage, market, administer, and finance all forms of economic or community development projects, within or near the City of Yukon, Oklahoma, without restriction as to whether the economic or community development projects benefits private or public entities. In accomplishing the broad powers of the Trust, the Trust may engage in any lawful activity authorized by the Oklahoma Public Trust Act, The Local

Development Act, the Economic Development Act, and other applicable statutes of the State of Oklahoma, with or without the participation of other agencies or private entities, in the financing or development of all forms of economic and community development projects within or near the City of Yukon, Oklahoma. The Trustees, without limitation, may accomplish said purposes in any lawful manner by the expenditure and depletion of Trust revenues and the Trust Estate.

In furtherance of the aforesaid Trust purposes, the Trust may take any or all actions deemed necessary or appropriate by the Trustees, including, without limitation by way of enumeration, any one or more of the following:

(1) Funding and/or accomplishing the development or redevelopment of areas within the corporate limits of the City that are unproductive, undeveloped, underdeveloped, blighted, or exhibiting a state of economic stagnation or decline;

(2) Funding and/or accomplishing the demolition, clearance, assembly, preparation, rehabilitation, repair, refurbishing, erection, construction, and/or purchase of real or personal property, and/or public works or improvements, including but not limited to the acquisition and funding of furniture, fixtures, buildings, parking, parking lots, highways, streets, roads, bridges, utility infrastructure, traffic control systems and devices, telecommunications systems, parks, water distribution and supply systems, water detention and/or retention systems, curbing, sidewalks, common utility or service facilities, signage, landscaping, easements, or right of ways;

(3) Funding and/or accomplishing specific public investments in the funding of all kinds of economic or community development or redevelopment projects, financing costs, or expenditures made or estimated to be made and monetary obligations incurred or

estimated to be incurred, including costs and expenditures associated with and/or incidental to planning, approval, and implementation of any economic or community development or redevelopment project, including, but not limited to interest paid to holders of evidences of indebtedness or other obligations issued to pay for economic or community development or redevelopment costs, and premium(s) paid over the principal amount of the obligations because of the redemptions of the obligations before maturity, and including the funding for any interest on costs incurred, before, during and after construction of any project or aspect of any project, whether or not such costs are capitalized;

(4) Funding and/or accomplishing the organization of economic and community development or redevelopment projects, including, but not limited to the funding and performance of environmental impact studies or other impact studies, publicizing the consideration of the economic and community development or redevelopment projects, organizing and funding the costs incidental to the creation of tax increment districts, tax incentive districts, project areas, apportionment areas, enterprise zones or areas, reinvestment areas, and/or historic preservation areas;

(5) Funding and/or accomplishing projects in conservation, preservation and rehabilitation of reinvestment areas, historic preservation areas, or enterprise areas that are unproductive, undeveloped, underdeveloped or blighted;

(6) Funding and/or accomplishing improvements to a public utilities, streets, roads, alleys, or other public infrastructure;

(7) Funding and/or accomplishing the acquisition of any and all capital costs associated with economic and community development or redevelopment projects, including, but not limited to:

- a: the actual costs of the acquisition and construction of public works, public improvements, private improvements that are part of economic incentives authorized under the law, new public or private buildings, structures, and fixtures,
- b: the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing public or private buildings, structures, and fixtures;
- c: the actual costs of the acquisition of land and equipment for public works, public improvement and public buildings, and for private improvements or buildings that are part of economic incentives authorized by law;
- d: the actual costs of clearing and grading of such land and any environmental remediation related to any such projects;
- e: the costs associated with any relocation associated with the economic or community development or redevelopment project or plan, to the extent that the City or other governmental entity determines that relocation costs shall be paid, or are required to be paid by federal or state law;

(8) Funding the costs and/or the accomplishing the procurement or acquisition of professional services, including, but not limited to costs and procurement of architectural, planning, engineering, legal and financial advice and services;

(9) Funding the direct administrative costs, including reasonable charges for the time spent by employees of the City, the Trust, or other involved public entity in connection with the implementation of an economic or community development or redevelopment project plan, or the reasonable charges for time spent by employees of private entities under contract with the City or the Trust for project plan or implementation;

(10) Funding all or a portion of the City's (or any other taxing entity within the corporate limits of the City of Yukon, Oklahoma) capital costs resulting from the development or redevelopment project necessarily incurred or to be incurred in furtherance of the objective of any lawful economic or community development or redevelopment plan

or project, to the extent the governing body of the taxing entity, by written agreement, accepts and approves such costs;

(11) Funding the costs associated with determining or redetermining the base assessed value of any tax increment or tax incentive district;

(12) Coordinating the expenditure of revenues on or for economic or community development or redevelopment projects with the City or any other governmental entity that maybe involved;

(13) Leasing to or from the City and/or any involved governmental entity, and/or subleasing to or from the City and/or any involved governmental entity, any lands, sites, buildings, facilities and/or other properties (real, personal and/or mixed);

(14) Holding, maintaining and administering any fee, leasehold or other rights in and to physical properties (real, personal or mixed) granted, donated, conveyed, or demised to the Trust and/or the Beneficiary and complying with the terms and conditions of any such grant, donation, conveyance, or lease;

(15) Entering into all manner of contracts and agreements, and take any and all actions necessary to accomplish any of the purposes or actions set forth herein;

(16) Funding any or all item(s), article(s), cost(s) or expense(s) incidental or related in any way to the aforesaid purposes or actions, including without limitation the funding of incidental or related administrative costs of the City and/or the Trust; provided further that the aforesaid incidental or related item(s), article(s), cost(s) and/or expenses(s) may also include, without limitation, any or all incidental or related administrative costs, architectural costs, engineering costs, consulting costs, demolition costs, legal costs, costs of tort claims, judgments, and/or principal and interest on bonds, notes or other obligations

issued by the Trustees for the purpose of economic or community development or redevelopment;

(17) Issuing bonds, notes or other obligations deemed necessary or appropriate by the Trustees for the funding or accomplishment of any one or more of the aforesaid purposes or actions and providing funding for all costs associated with issuing bonds, notes, or other obligations, including fees for bond guarantees, letters of credit and bond insurance;

(18) Acquiring by lease, purchase, production, reduction to possession or otherwise, and planning, establishing, developing, constructing, enlarging, improving, extending, maintaining, remodeling, renovating, repairing, equipping, operating, furnishing, providing, supplying, regulating, holding, storing and/or administering any and all physical properties (real, personal or mixed), rights, privileges, immunities, benefits, and any other thing of value, designated or needful for utilization in accomplishing, furnishing and/or providing or supplying the aforementioned purposes or actions and/or any services, lands, sites, buildings and/or facilities, or necessary or appropriate for the accomplishment or funding of any one or more of the aforesaid purposes or actions; entering into leases, contracts, lease-purchase contracts and/or any other agreements deemed necessary or appropriate by the Trustees in the funding and/or accomplishment of any one or more of the foregoing purposes or actions and complying with the terms and conditions of any such leases, lease-purchase contracts or other agreements made in connection therewith and/or related in any way to acquiring, administering, planning, establishing, developing, constructing, enlarging, improving, extending, maintaining, remodeling, renovating, repairing, equipping, operating, furnishing, providing, supplying, regulating, holding, storing and/or disposing of any of the aforesaid properties; and relinquishing, disposing of, renting or

otherwise making provisions for properties owned or controlled by the Trust but no longer needful for Trust purposes;

(19) Funding the cost of financing, acquiring, constructing, purchasing, leasing, equipping, maintaining, remodeling, renovating, repairing, improving, extending, enlarging, holding, storing, operating and/or administering any or all of the aforesaid services, utilities, buildings, facilities and all properties (real, personal or mixed) needful for the execution and the fulfillment of the Trust purposes as set forth in this instrument, and all other charges, costs and expenses necessarily incurred in connection therewith, and in so doing incur indebtedness, either unsecured or secured (to the extent permitted by law) by all or any part of the Trust Estate and its revenues;

(20) To further, or to provide funds for the furtherance of, any authorized or proper function of the City of Yukon, Oklahoma, by assisting or supporting any Tax Increment Financing District, Economic Development District, Project, or Plan, any Yukon Urban Renewal Authority which may be created, or any other public trust or trusts created under the provisions of Title 60, Oklahoma Statutes 2011, Sections 176, et seq., as amended, the beneficiary of which is the City of Yukon, Oklahoma, or in the performance of the carrying out and effecting any of the aforesaid purposes, or any one or more of the purposes for which such other trust, or trusts has or have been created; to enter into an agreement or agreements with any such other trust, trusts, or entities, to comply with the terms and conditions of such agreement or agreements, and to secure by all or any part of the revenues of the Trust the performance by the Trust of its obligations under any such agreement or agreements; and to provide funds for rendering assistance or support to any such other trust, trusts, or entities, and for the carrying out by the Trustees the obligations of the Trust under any such

agreement or agreements, and for all charges, costs and expenses necessarily incurred in connection therewith, and in so doing, to incur indebtedness, either unsecured or secured by all or any part of the revenues of the Trust;

(21) To further, or to provide funds for the furtherance of, any authorized or proper function or purpose of the Trust or its beneficiary, the City of Yukon, Oklahoma, including any Tax Increment Financing District, Economic or Community Development District, Project, or Plan, any Yukon Urban Renewal Authority which may be created, or any other public trust or trusts created under the provisions of Title 60, Oklahoma Statutes 2011, Sections 176, et seq., as amended, the beneficiary of which is the City of Yukon, Oklahoma, by financing, assisting or supporting any economic or community development purpose or project, including the issuance and sale of bonds, loans, notes or other financing options, as authorized and permitted under, but in no way limited to, the Municipal and County Economic and Community Development Bonds Act, codified at 62 Oklahoma Statutes 2011, Section 801 to 804, inclusive, as amended or supplemented from time to time, including the performance of the carrying out and effecting any of the aforesaid purposes, or any one or more of the purposes for which such other trust, or trusts has or have been created; to enter into an agreement or agreements with any such other trust, trusts, or entities, to comply with the terms and conditions of such agreement or agreements, and to secure by all or any part of the revenues of the Trust the performance by the Trust of its obligations under any such agreement or agreements; and to provide funds for rendering assistance or support to any such other trust, trusts, or entities, and for the carrying out by the Trustees the obligations of the Trust under any such agreement or agreements, and for all charges, costs and expenses

necessarily incurred in connection therewith, and in so doing, to incur indebtedness, either unsecured or secured by all or any part of the revenues of the Trust;;

(22) To further, or to provide economic or community development incentives for the furtherance of any authorized or proper purpose, procedure, or function, and to carry out any duty or power authorized under the Local Development Act, codified at 62 Oklahoma Statutes 2011, Sections 850 to 869, inclusive, as amended or supplemented from time to time, and/or the Oklahoma Local Development and Enterprise Zone Incentive Leverage Act, codified at 62 Oklahoma Statutes 2011, Sections 840 to 847, as amended or supplemented from time to time, in any lawful manner, including but not limited to the issuance of loans, bonds, or notes, and by assisting or supporting the creation, expansion, development, and financing of any Tax Increment Financing District, Economic Development District, Project, or Plan, any Yukon Renewal Authority which may be created, or any other public trust or trusts created under the provisions of Title 60, Oklahoma Statutes 2011, Sections 176, et seq., as amended, the beneficiary of which is the City of Yukon, Oklahoma, or in the performance of the carrying out and effecting any of the aforesaid purposes, or any one or more of the purposes for which such other trust, or trusts has or have been created; to enter into an agreement or agreements with any such other trust, trusts, or entities, to comply with the terms and conditions of such agreement or agreements, and to secure by all or any part of the revenues of the Trust the performance by the Trust of its obligations under any such agreement or agreements; and to provide funds for rendering assistance or support to any such other trust, trusts, or entities, and for the carrying out by the Trustees the obligations of the Trust under any such agreement or agreements, and for all charges, costs and expenses

necessarily incurred in connection therewith, and in so doing, to incur indebtedness, either unsecured or secured by all or any part of the revenues of the Trust;

(23) Expending all funds coming into the hands of the Trustees as revenue or otherwise for the payment of any indebtedness incurred by the Trustees for the purposes specified herein, and in the payment of any of the aforesaid items, articles, costs and/or expenses, and in payment of any other obligation properly chargeable against the Trust Estate, and distributing the residue and remainder of such funds, if any, to the Beneficiary or to such other person as may be required or authorized by law.

ARTICLE IV

DURATION OF TRUST

Unless sooner terminated as hereinafter provided, the Trust shall have a duration for the term of duration of the Beneficiary and until such time as its purposes shall have been fully fulfilled.

ARTICLE V

THE TRUST ESTATE

The Trust Estate shall consist of:

(1) The money and/or other properties (real, personal or mixed, of whatever nature and wherever situated) presently in the hands of the Trustees or hereafter acquired or constructed by the Trustees and dedicated by the Trustor and/or others to be used for the purposes of the Trust;

(2) Any and all fee, leasehold and/or other rights granted, donated, conveyed, or demised to the Trustees by the Beneficiary and/or by others as authorized and empowered by law; and

(3) Any and all money, properties (real, personal or mixed), rights, chooses-in-action, contracts, leases, privileges, immunities, licenses, franchises, benefits and all other things of value coming into the possession of the Trustees pursuant to the provisions of this Trust Indenture or in the execution thereof.

The instruments executed for each issuance of Trustees bonds and other indebtedness shall set out the specific property of the Trust Estate pledged and mortgaged for the payment of such indebtedness.

ARTICLE VI

THE TRUSTEES AND SUPPORT PERSONNEL

(1) All Trustees of this Trust shall be citizens of the State of Oklahoma and reside within the City of Yukon, Oklahoma. There shall be seven (7) original Trustees of this Trust, designated as Trustees No. 1, No. 2, No. 3, No. 4, No. 5, No. 6, No. 4, and No. 7, all of whom shall be appointed by the governing body of the Beneficiary (the "City Council") as required by 60 O.S. 2011, § 176.1(B)(1). The appointment of these original seven (7) Trustees shall occur on August 6, 2013.

(2) Commencing on the date of approval of this Indenture by the Council, the following persons are hereby appointed as the original seven (7) Trustees of this Trust:

a. Councilperson Ken Smith, solely by virtue of his status as a member of the City Council of the City of Yukon, Oklahoma, shall be a Trustee for an initial term of four (4) years, provided that he continues to serve on the City Council of the City of Yukon, Oklahoma at all times during the initial term. His term, or that of any successor Trustee, shall end at any time he or she ceases to serve on the City Council of the City of Yukon, Oklahoma. The initial four (4) year term shall end on June 30th, or as soon thereafter as a

successor Trustee is nominated by the Mayor and approved by the City Council, in the 4th year following the date of appointment. All subsequent terms shall be for a term of six (6) years, ending on June 30th of the sixth year. Each successor Trustee shall be a duly elected Councilperson of the City of Yukon, Oklahoma, nominated by the Mayor of the City of Yukon, Oklahoma, and approved by the City Council. An incumbent Trustee may succeed himself or herself as Trustee for an unlimited number of terms, so long as he or she continues to serve on the City Council for the City of Yukon, Oklahoma. The Mayor, as a member of the City Council, may be a nominee for Trustee. Said Trustee is hereby designated as Trustee No. 1; and

b. Councilperson John Alberts, solely by virtue of his status as a member of the City Council of the City of Yukon, Oklahoma, shall be a Trustee for an initial term of one (1) year, provided that he continues to serve on the City Council of the City of Yukon, Oklahoma at all times during the initial term. His term, or that of any successor Trustee, shall end at any time he or she ceases to serve on the City Council for the City of Yukon, Oklahoma. The initial one (1) year term shall end on June 30th, or as soon thereafter as a successor Trustee is nominated by the Mayor and approved by the City Council, in the 2nd year following the date of appointment. All subsequent terms shall be for a term of six (6) years, ending on June 30th of the sixth year. Each successor Trustee shall be a duly elected Councilperson of the City of Yukon, Oklahoma, nominated by the Mayor of the City of Yukon, Oklahoma, and approved by the City Council. An incumbent Trustee may succeed himself or herself as Trustee for an unlimited number of terms, so long as he or she continues to serve on the City Council for the City of Yukon, Oklahoma. The Mayor, as a member of

the City Council, may be a nominee for Trustee. Said Trustee is hereby designated as Trustee No. 2; and

c. Mike Geers, a resident of Yukon, shall be a Trustee for an initial term of five (5) years (said Trustee is hereby designated as Trustee No. 3). The initial five-year term shall end on June 30th, or as soon thereafter as a successor trustee is nominated by the Mayor and approved by the City Council, in the fifth calendar year following the date of appointment. All subsequent terms shall be for a term of six (6) years, ending on June 30th of the sixth year following the date of appointment. An incumbent Trustee may succeed himself or herself as Trustee for an unlimited number of terms; and

d. Donna Yanda, a resident of Yukon, shall be a Trustee for an initial term of three (3) years (said Trustee is hereby designated as Trustee No. 4). The initial three-year term shall end on June 30th, or as soon thereafter as a successor trustee is nominated by the Mayor and approved by the City Council, in the third calendar year following the date of appointment. All subsequent terms shall be for a term of six (6) years, ending on June 30th of the sixth year following the date of appointment. An incumbent Trustee may succeed himself or herself as Trustee for an unlimited number of terms; and

e. Rena Holland, a resident of Yukon, shall be a Trustee for an initial term of two (2) years (said Trustee is hereby designated as Trustee No. 5). The initial two-year term shall end on June 30th, or as soon thereafter as a successor trustee is nominated by the Mayor and approved by the City Council, in the second calendar year following the date of appointment. All subsequent terms shall be for a term of six (6) years, ending on June 30th of the sixth year following the date of appointment. An incumbent Trustee may succeed himself or herself as Trustee for an unlimited number of terms.

f. Ray Wright , a resident of Yukon, shall be a Trustee for an initial term of six (6) years (said Trustee is hereby designated as Trustee No. 6). The initial six-year term shall end on June 30th, or as soon thereafter as a successor trustee is nominated by the Mayor and approved by the City Council, in the second calendar year following the date of appointment. All subsequent terms shall be for a term of six (6) years, ending on June 30th of the sixth year following the date of appointment. An incumbent Trustee may succeed himself or herself as Trustee for an unlimited number of terms.

g. John Nail , a resident of Yukon, shall be a Trustee for an initial term of six (6) years (said Trustee is hereby designated as Trustee No. 7). The initial six-year term shall end on June 30th, or as soon thereafter as a successor trustee is nominated by the Mayor and approved by the City Council, in the second calendar year following the date of appointment. All subsequent terms shall be for a term of six (6) years, ending on June 30th of the sixth year following the date of appointment. An incumbent Trustee may succeed himself or herself as Trustee for an unlimited number of terms.

(3) Successor Trustees considered for appointment by the Council of the Beneficiary shall be chosen in the following manner, to wit:

(a) All successor Trustees shall be nominated by the Mayor of the Beneficiary and approved by the Mayor and City Council of the City of Yukon, Oklahoma;

(b) Each Trustee shall serve until a successor Trustee has been appointed. Each successor Trustee, so appointed shall serve a term of six (6) years, however, City Councilmember appointees may only serve as Trustee so long as he or she holds office as a member of the City Council for the City of Yukon, Oklahoma.

(4) Vacancies occurring otherwise than through the expiration of a term shall be filled for the unexpired term in the same manner as that provided for the appointment of a successor to that position.

(5) Trustees may succeed themselves for an unlimited number of terms

(6) Trustees may be removed from office as provided by 60 O.S. 2011 § 178(E), as amended.

(7) Each duly appointed successor Trustee shall, without any further act or conveyance, become vested with all of the estate, properties, rights, powers, duties and obligations of his or her predecessor hereunder.

(8) No Trustee shall be paid any compensation of any kind for his or her services as a Trustee of this Trust, except that the Trustees may be reimbursed for necessary Trust expenses incurred.

(9) At the first meeting of the Trust, the Trustees shall elect by majority vote, a chairperson. The Trustee elected chairperson shall serve as Chair Trustee for the length of his or her term(s). The Chair Trustee shall preside at all meetings and perform such other duties as may be specified by the Trustees. In the absence of the Chair Trustee, the Trustee chosen by majority vote of the Trustees as Vice-Chair Trustee shall preside at Trust meetings and perform the duties of the Chair. In the event that the Chair Trustee and Vice-Chair Trustee are both absent, the Trustees shall elect a temporary Chairperson to conduct the meeting from among the remaining Trustees. A majority of the Trustees then serving shall constitute a quorum. At their first meeting, and any time thereafter, the Trustees may adopt bylaws and/or rules of procedure to govern the conduct of meetings of the Trust. Any such

bylaws or rules of procedure may be amended from time-to-time as deemed necessary or appropriate by the Trustees.

(10) The person who shall be the City Clerk of the Beneficiary, or his/her designee, shall act as Secretary of the Trustees. The Secretary shall keep minutes of all meetings of the Trustees and shall maintain complete and accurate records of all their transactions, all such minutes, books and records to be on file in the office of the Trust; provided, all records of financial transactions shall be kept and maintained by the Finance Director of the Beneficiary, or his/her designee, who shall be deemed an Assistant Secretary to the Trust for purposes of keeping and maintaining said financial records. All meetings of the Trustees shall be open to the public to the extent provided by the Oklahoma Open Meeting Act, as amended. The bonds, records and minutes of the Trustees shall be considered as public records and available for inspection at all times by any interested party to the extent provided by the Oklahoma Open Records Act, as amended.

(11) The General Manager of the Trust, who shall be the person then serving as City Manager of the City of Yukon, Oklahoma, shall administer the business of the Trust Estate as directed from time-to-time by the Trustees. The General Manager, or designee of the General Manager, shall administer the business of the Trust Estate as directed from time-to-time by the Trustees. The General Manager, and any designee of the General Manager, shall be persons with sufficient experience and expertise in municipal finance matters to administer and carry out the purposes of the Trust. The General Manager may employ or engage persons or firms to provide such administrative, clerical and support assistance as may be deemed necessary in the discretion of the General Manager to properly operate the business of the Trust and the Trust Estate, and may fix their duties, terms of employment or

engagement and compensation. Any such employee may be a person who is an officer or employee of the Beneficiary, provide that such employee shall not receive compensation from the Trust Estate for services for which he or she is being compensated for by the Beneficiary.

(12) The Trustees may employ or engage persons or firms to provide such professional, legal, financial and technical assistance as may be deemed necessary in the discretion of the Trustees to properly operate the business of the Trust and the Trust Estate, and may fix their duties, terms of employment or engagement and compensation. Any such employee may be a person who is an officer or employee of the Beneficiary, provide that such employee shall not receive compensation from the Trust Estate for services for which he or she is being compensated for by the Beneficiary. All Trustees shall serve without compensation.

(13) The City Attorney of the Beneficiary, or his/her designee, shall conduct all actions and proceedings wherein the Trust shall be party plaintiff or defendant, or otherwise a party in interest. He or she shall be legal advisor to the Trustees, the General Manager, the Secretary, and the Assistant Secretary in relation to their duties, and shall perform such other duties not inconsistent herewith as may be required of him or her. The Trust shall also be authorized to employ special legal counsel as deemed necessary or appropriate by the Trustees to supplement the legal services provided by the City Attorney, and the expense of any such special legal counsel may be paid from Trust revenues as deemed necessary or appropriate by the Trustees.

(14) The Trustees are authorized to contract, in connection with the incurring of any funded indebtedness secured by the Trust Estate and/or its revenues, or any part of either

or both, that in the event of a default in the fulfillment of any contractual obligation undertaken on behalf of the Trust Estate or in the payment of any indebtedness incurred on behalf of the Trust Estate, that a Temporary Trustee or Trustees, or Receiver, shall be appointed to succeed to the rights, powers and duties of the Trustees then in office. Any such contract, if made, shall set out the terms and conditions under which such Temporary Trustee or Trustees, or Receiver, shall be appointed and operate the Trust Estate and provide for compensation to be paid and the appointment to be vacated and permanent Trustees to be automatically reinstated upon termination of all defaults by which their appointment was authorized.

(15) Bonds or other evidences of indebtedness to be issued by the Trustees shall not constitute an indebtedness of the State of Oklahoma, nor of the Beneficiary hereof, nor personal obligations of the Trustees of the Trust, but shall constitute obligations of the Trustees payable solely from the Trust Estate to the extent authorized by law.

(16) The Trustees, the State of Oklahoma, and the Beneficiary hereof shall not be charged personally with any liability whatsoever by reason of any act or omission committed or suffered in good faith or in the exercise of their honest discretion in the performance of such Trust or in the operation of the Trust Estate; but any act or liability for any omission or obligation of the Trustees in the execution of such Trust, or in the operation of the Trust Estate, shall extend to the whole of the Trust Estate to the extent authorized by law or to so much thereof as may be necessary to discharge such liability or obligation.

(17) Notwithstanding any other provision of this Trust Indenture which shall appear to provide otherwise, no Trustee or Trustees shall have the power or authority to bind

or obligate any other Trustee, or the Beneficiary, in his or its capacity, nor can the Beneficiary bind or obligate the Trust or any individual Trustee.

ARTICLE VII

POWERS AND DUTIES OF THE TRUSTEES

Subject to the provisions and limitations otherwise provided in this Trust Indenture, the Trustees shall have, in addition to the usual powers incident to their office and the powers granted to them in other parts of this Trust Indenture, the following rights, duties, authority, discretion and privileges, all of which may be exercised by them without any order or authority from any court:

(1) To enter into and execute, purchase, lease, or otherwise acquire property (real, personal or mixed), contracts, leases, rights, privileges, benefits, chooses-in-action, or other things of value and to pay for the same in cash, with bonds or other evidences of indebtedness, or otherwise.

(2) To make and change investments, to convert real into personal property, and vice versa, to lease, improve, exchange or sell, at public or private sale, upon such terms as they deem proper, and to resell, at any time and as often as they deem advisable, any or all of the property in the Trust, real, personal or mixed; to borrow money, or renew loans for the Trust, to refund outstanding bonded indebtedness and to execute therefor evidences of indebtedness, and to secure the same by mortgage, lien, pledge or otherwise; to purchase property from any person, and lease land and other property to and from the Beneficiary or others and to construct, improve, repair, extend, remodel, and equip utilities or buildings and facilities thereon and to operate or lease or rent the same to individuals, partnerships, associations, corporations and others, including the United States of America or the State of

Oklahoma and agencies or authorities of the United States of America, or of the State of Oklahoma, or of any municipality thereof, and also including all municipal or other political subdivisions of the State of Oklahoma as well as the Beneficiary hereof, and to do all things provided for in Article III of this Trust Indenture, and procure funds necessary for such purposes by the sale of bonds or other evidences of indebtedness and secure the payment of such bonds or other evidences of indebtedness by a mortgage, lien, pledge or other encumbrance of such real and personal property, utilities, buildings and facilities owned or otherwise acquired, leased or controlled by Trustees, and by rentals, income, receipts and profits therefrom, or from any other revenues associated with the ownership, operation or control of the property of the Trust; to lease or sublease any property of the Trust or of which the Trustees may become the owners or lessees.

(3) To fix, demand and collect charges, rentals and fees for the services and facilities of the Trust to the same extent as the Beneficiary might do and to discontinue furnishing of services and facilities to any person, firm or corporation, or public instrumentality, delinquent in the payment of any indebtedness to the Trust; and to purchase and sell such supplies, goods and commodities as are incident to the operation of its properties.

(4) To make and perform contracts of every kind, including management contracts, with any person, firm, corporation, association, trusteeship, municipality, political subdivision, government or sovereignty; and, without limitation as to amount, to draw, make, accept, indorse, assume, guarantee, account, execute and issue promissory notes, drafts, bills of exchange, acceptances, warranties, bonds, debentures, and other negotiable or non-negotiable instruments, obligations and evidences of unsecured indebtedness, or of

indebtedness secured by mortgage, deeds of trust or otherwise, upon any or all income of the Trust, in the same manner and to the same extent as a natural person might or could do.

(5) To collect and receive any property, money, rents, or income of any sort and distribute the same or any portion thereof for the furtherance of the authorized Trust purposes as set out herein.

(6) To do all other acts in their judgment necessary or desirable for the proper and advantageous management, investment, and distribution of the Trust Estate and income therefrom, and/or for accomplishing or furthering the Trust purposes.

The whole title, legal and equitable, to the Trust property (real, personal and mixed) is and shall be vested in the Trustees, as such title in the Trustees is necessary for their due execution of this Trust. Said Trustees shall have and exercise exclusive management and control of the Trust properties for the use and benefit of the Beneficiary, but may agree for the approval of any or all Trust actions and transactions by the governing body of the Beneficiary; provided, the Trustees shall at all times comply with the provisions of Article IX of this Trust Indenture in regard to the use of certain Trust revenues derived from the Beneficiary.

The Trustees may contract for the furnishing of any services or the performance of any duties that they may deem necessary, or proper, and pay for the same as they see fit.

The Trustees may employ such agents, servants, employees and/or contractors as they deem necessary and proper, and shall prescribe their duties and fix their compensation at such amounts, as is customary and normal in the operation of the Trust business; and select depositories for the funds and securities of this Trust.

The Trustees may compromise any debts or claims of or against the Trust, and may adjust any dispute in relation to such debts or claims by arbitration or otherwise, and may pay any debts or claims against the Trust upon any evidence that seems to the Trustees to be sufficient. The Trustees may bring any suit or action, which in their judgment is necessary or proper to protect the interests of the Trust, or to enforce any claim, demand or contract for the Trust; and they shall defend, in their discretion and to the extent authorized or required by law, any suit against the Trust, or the Trustees or employees, agents or servants thereof. They may compromise and settle any suit or action, and discharge the same out of Trust assets, together with court costs and attorney fees. All such expenditures shall be treated as expenses of executing this Trust.

No purchaser at any sale or lessee under a lease made by the Trustees shall be bound to inquire into the expediency, propriety, validity or necessity of such sale or lease or to see to or be liable for the application of the purchase or rental moneys arising therefrom.

ARTICLE VIII

BENEFICIARY OF TRUST

(1) The sole and only Beneficiary of this Trust shall be the City of Yukon, Oklahoma, a municipal corporation, under and pursuant to Title 60, Oklahoma Statutes 2011, Sections 176 to 180.4, both inclusive, as amended, and other statutes of the State of Oklahoma as presently in force and effect.

(2) The Beneficiary shall have no legal title, claim or right to the Trust Estate, its income, or to any part thereof, or to demand or require any partition or distribution thereof. Neither shall the Beneficiary have any authority, power or right, whatsoever, to do or transact any business for, or on behalf of, or binding upon the Trustees or upon the Trust Estate, nor

right to control or direct the actions of the Trustees pertaining to the Trust Estate, or any part thereof. The Beneficiary shall be entitled solely to the benefits of this Trust, as administered by the Trustees hereunder, and at the termination of the Trust, as provided herein, and then only, the Beneficiary shall receive the residue of the Trust Estate. Provided, notwithstanding the foregoing provisions of this Article VIII(2), the Trustees shall at all times comply with the provisions of Article IX of this Trust Indenture in regard to the use of certain Trust revenues derived from the Beneficiary.

ARTICLE IX

TERMINATION OF TRUST

This Trust shall terminate upon the occurrence of any one of the following:

(1) When the purposes set out in Article III of this instrument shall have been fully executed, as determined by majority vote of the full membership of both the Trustees and the governing body of the Beneficiary; or

(3) In the manner provided by 60 O.S. 2011, § 180, as it currently exists or may hereafter be amended or superseded.

Provided, this Trust shall not be terminated by voluntary action if there be outstanding indebtedness or fixed term obligations of the Trustees, unless all owners of such indebtedness or obligations shall have consented in writing to such termination.

Upon the termination of this Trust, the Trustees shall proceed to settle the affairs of this Trust, and after payment of all debts and obligations out of the Trust estate to the extent thereof, shall distribute the residue of the money and Trust property to the Beneficiary hereunder or to such other person or persons as may be required by law. Upon final distribution, the powers, duties and Trust of the Trustees hereunder shall cease.

ARTICLE X

ACCEPTANCE OF TRUST

The Trustees accept the Trust herein created and provided for, and agree to carry out the provisions on their part to be performed.

IN WITNESS WHEREOF, the Trustor and the Trustees have hereunto and hereinafter set their hands effective on the day and year indicated on the first page of this Trust Indenture.

TRUSTOR EXECUTION AND ACKNOWLEDGEMENT

Execution:

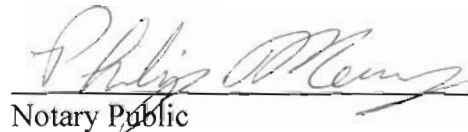


Grayson Bottom, City Manager
Trustor
City of Yukon, Oklahoma

Acknowledgement:

STATE OF OKLAHOMA)
)ss.
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public, in and for said County and State on this 2nd day of August, 2013, personally appeared Grayson Bottom in his official capacity as City Manager of the City of Yukon, Oklahoma, to me known to be the identical person who executed the within and foregoing instrument as Trustor and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.


Notary Public

My Commission Expires:

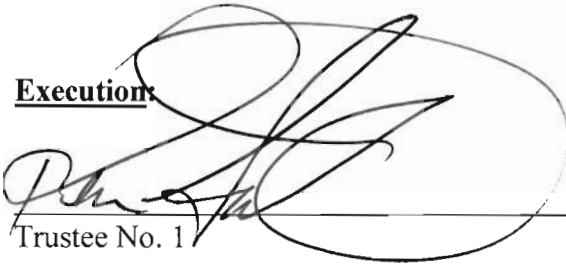
06-10-14

My Commission Number:

10004672

**TRUSTEE NO. 1
EXECUTION AND ACKNOWLEDGEMENT**

Execution:


Trustee No. 1

Acknowledgement:

STATE OF OKLAHOMA)
)ss:
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 6th
day of August, 2013, personally appeared Ken Smith, to me known to be the
identical persons who executed the within and foregoing instrument as Trustee No. 1 and
acknowledged to me that he/she executed the same as his/her individual free and voluntary
act and deed and as Trustee No. 1 of the Yukon Economic Development Authority for the
uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.


Notary Public



My Commission expires:

06-10-14

My Commission Number:

10004672

**TRUSTEE NO. 2
EXECUTION AND ACKNOWLEDGEMENT**

Execution:


Trustee No. 2


Acknowledgement:

STATE OF OKLAHOMA)
)ss:
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State, on this 5th
day of August, 2013, personally appeared John Alberts, to me known to be the
identical persons who executed the within and foregoing instrument as Trustee No. 2 and
acknowledged to me that he/she executed the same as his/her individual free and voluntary act
and deed and as Trustee No. 2 of the Yukon Economic Development Authority for the uses and
purposes therein set forth.

Given under my hand and seal the day and year last above written.


Notary Public



My Commission expires:

06-10-14

My Commission Number:

10004672

**TRUSTEE NO. 3
EXECUTION AND ACKNOWLEDGEMENT**

Execution:


Trustee No. 3

Acknowledgement:

STATE OF OKLAHOMA)
)ss:
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State, on this 5th
day of August, 2013, personally appeared Mike Geers, to me known
to be the identical persons who executed the within and foregoing instrument as Trustee No. 3
and acknowledged to me that he/she executed the same as his/her individual free and voluntary
act and deed and as Trustee No. 3 of the Yukon Economic Development Authority for the uses
and purposes therein set forth.

Given under my hand and seal the day and year last above written.


Notary Public



My Commission expires:

06-10-14

My Commission Number:

10004672

**TRUSTEE NO. 4
EXECUTION AND ACKNOWLEDGEMENT**

Execution:

Danna J. Yanda
Trustee No. 4

Acknowledgement:

STATE OF OKLAHOMA)
)ss:
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State, on this 5th
day of August, 2013, personally appeared Danna J. Yanda, to me
known to be the identical persons who executed the within and foregoing instrument as Trustee
No. 4 and acknowledged to me that he/she executed the same as his/her individual free and
voluntary act and deed and as Trustee No. 4 of the Yukon Economic Development Authority for
the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Philip Mery
Notary Public



My Commission expires:

06-10-14

My Commission Number:

10004672

**TRUSTEE NO. 5
EXECUTION AND ACKNOWLEDGEMENT**

Execution:

Rena Holland
Trustee No. 5

Acknowledgement:

STATE OF OKLAHOMA)
)ss:
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State, on this 15th
day of August, 2013, personally appeared Rena Holland, to me
known to be the identical persons who executed the within and foregoing instrument as Trustee
No. 5 and acknowledged to me that he/she executed the same as his/her individual free and
voluntary act and deed and as Trustee No. 5 of the Yukon Economic Development Authority for
the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Philip Merry
Notary Public



My Commission expires:


06-10-14

My Commission Number:

10004672

**TRUSTEE NO. 6
EXECUTION AND ACKNOWLEDGEMENT**

Execution:



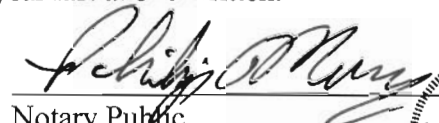
Trustee No. 6

Acknowledgement:


STATE OF OKLAHOMA)
)ss:
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State, on this 5th
day of August, 2013, personally appeared Raymond E. Wright, to me
known to be the identical persons who executed the within and foregoing instrument as Trustee
No. 6 and acknowledged to me that he/she executed the same as his/her individual free and
voluntary act and deed and as Trustee No. 6 of the Yukon Economic Development Authority for
the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



Notary Public



My Commission expires:

06-10-14

My Commission Number:

10004672

**TRUSTEE NO. 7
EXECUTION AND ACKNOWLEDGEMENT**

Execution:




Trustee No. 7

Acknowledgement:


STATE OF OKLAHOMA)
)ss:
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State, on this 5th
day of August, 2013, personally appeared John Nail, to me
known to be the identical persons who executed the within and foregoing instrument as Trustee
No. 7 and acknowledged to me that he/she executed the same as his/her individual free and
voluntary act and deed and as Trustee No. 7 of the Yukon Economic Development Authority for
the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



Notary Public



My Commission expires:

06-10-14

My Commission Number:

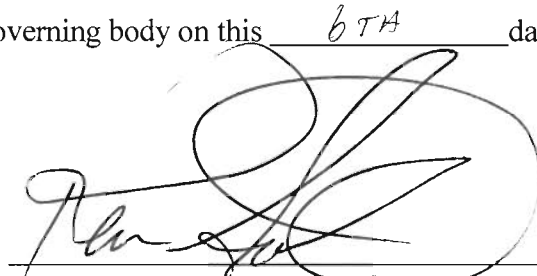
10004672

**APPROVAL OF TRUST INDENTURE
AND ACCEPTANCE OF BENEFICIAL INTEREST
BY THE GOVERNING BODY OF THE BENEFICIARY**

KNOW ALL MEN BY THESE PRESENTS:


Pursuant to action of the Council of the City of Yukon, Oklahoma, the governing body of the named Beneficiary herein, on the 6 day of AUGUST, 2013 which action was taken by the affirmative vote of not less than two-thirds (2/3) of the entire membership of the Council, the said Council hereby approves this Trust Indenture dated AUGUST 6, 2013 and hereby further accepts, on behalf of the City of Yukon, Oklahoma, the beneficial interest in the Yukon Economic Development Authority, a public trust with the City of Yukon, Oklahoma as its sole beneficiary, which Trust has been created for the purposes and with the powers set forth in the said Trust Indenture and pursuant to law.

IN WITNESS WHEREOF, the Mayor of the City of Yukon, Oklahoma, pursuant to such approval and acceptance by the Council of the City, has executed this Approval and Acceptance of Beneficial Interest for said governing body on this 6TH day of AUGUST, 2013.



MAYOR

ATTEST:



City Clerk

[Seal]



STATE OF OKLAHOMA)
)ss:
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State, on this 6TH day of AUGUST, 2013, personally appeared KEN SMITH, to me known to be the identical person who executed the within and foregoing instrument as Mayor of

the Beneficiary, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

D.A. Shivers
Notary Public



My Commission expires:

7/17/17

My Commission Number:

09005849

Trust Indenture approved as to form and legality this 6TH day of AUGUST, 2013.

[Signature]
City Attorney

I, Douglas A. Shivers, Secretary of the Yukon Economic Development Authority do hereby accept for filing, this Trust Indenture.



D.A. Shivers
Secretary

8/20/13
Date